

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re)	
)	Case No: 22-13720
Alex Barad,)	
)	Chapter: 7
Debtor.)	Judge: Hon. Timothy A. Barnes

NOTICE OF MOTION

TO: See attached service list

PLEASE TAKE NOTICE that on January 11, 2023 at 9:00 a.m., I will appear before the Honorable Timothy A. Barnes, or any judge sitting in that judge's place, **either** in Courtroom 744 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, 60604 **or** electronically as described below, and present the motion of Toyota Motor Credit Corporation ("Movant"), to Modify the Automatic Stay, a copy which is attached.

All parties in interest, including the movant, may appear for the presentment of the motion either in person or electronically using Zoom for Government.

You may appear electronically by video or by telephone.

To appear by video, use this link: <https://www.zoomgov.com/>. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is 161 329 5276 and the password is 433658. The meeting ID and password can also be found on the judge's page on the court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

Wesley T. Kozeny / # 6199471
12400 Olive Blvd, Suite 555
St. Louis, Missouri 63141
Phone: (314) 991-0255
Fax: (314) 991-6755
ILBK@BonialPC.com
Attorney for Toyota Motor Credit Corporation

CERTIFICATE OF SERVICE

I hereby certify that a copy of this notice and the attached motion was served on each entity shown on the attached list at the address shown and by the method indicated on the list on December 20, 2022.

Respectfully Submitted

/s/ Wesley T. Kozeny

Wesley T. Kozeny

Service List:

Debtor's Attorney

David Freydin
Law Offices Of David Freydin Ltd
8707 Skokie Blvd Suite 312
Skokie, IL 60077

via Electronic Notice via CM/ECF

Chapter 7 Trustee

Richard J. Mason
77 West Wacker Drive, Suite 4100
Chicago, Illinois 60601

via Electronic Notice via CM/ECF

US Trustee

Office of the U.S.Trustee
219 S. Dearborn St., Room 873
Chicago, Illinois 60604

via Electronic Notice via CM/ECF

Debtor

Alex Barad
460 Maple Drive
Wheeling, IL 60090

via U.S. Mail

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
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In re)	
)	Case No: 22-13720
Alex Barad,)	
)	Chapter: 7
Debtor(s).)	
)	Judge: Hon. Timothy A. Barnes

MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW Toyota Motor Credit Corporation, its subsidiaries, affiliates, predecessors in interest, successors and/or assigns ("Movant"), through the undersigned counsel, pursuant to Federal Rules of Bankruptcy Procedure 4001 and 9014, and states as follows in support of its Motion herein:

***REQUIRED STATEMENT (Form G-4) IS ANNEXED HERETO AND FILED
HEREWITH AS REQUIRED BY LOCAL RULE 4001-1***

1. On November 28, 2022, the Debtor, above-named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 7, U.S.C., in the United States Bankruptcy Court, for the Northern District of Illinois.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. Sections 151, 157 and 1334 and applicable local rules. This is a core proceeding pursuant to 28 U.S.C. Section 157(b)(2). Venue is proper in this District under 28 U.S.C. Section 1409(a).

3. The Debtor, Alex Barad, ("Obligor(s)") is indebted to Movant pursuant to a Retail Installment Contract (the "Debt Obligation"). A copy of the Debt Obligation is attached hereto and incorporated herein as Exhibit A. Movant is entitled to enforce the Debt Obligation.

4. As security for repayment of the Debt Obligation the Obligor(s) have pledged certain collateral described as 2018 MAZDA 3, VIN: 3MZBN1L3XJM196563

("Collateral"). A copy of the proof of perfection of Movant's interest is in the Collateral ("Security Interest") is attached hereto and incorporated herein as Exhibit B.

5. All rights and remedies under the Debt Obligation and Security Interest have been assigned to the Movant.

6. As of December 19, 2022, the outstanding indebtedness owed to Movant less any partial payments or suspense balance is \$14,135.60.

7. As of December 19, 2022, the value of the Collateral is \$18,350.00. The basis for this value is the J.D. Power estimate of value attached hereto as Exhibit C.

8. Movant is in physical possession of the Collateral.

9. Debtor's Form 108 stated the intention to retain and reaffirm.

10. Cause exists for relief from the automatic stay under 11 U.S.C. §362(d) for the following reasons:

- a. 11 U.S.C. §362(d)(1) - For cause in that payments required to be made by Obligors to Movant are not being made as required by the Debt Obligation.

WHEREFORE, Movant prays that this Court issue an Order:

1. Terminating or modifying the stay imposed by 11 U.S.C. 362(a) allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies in and to the Collateral.
2. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

3. For such other relief as the Court deems proper.

Dated: December 20, 2022

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

Wesley T. Kozeny / # 6199471

12400 Olive Blvd, Suite 555

St. Louis, Missouri 63141

Phone: (314) 991-0255

Fax: (314) 991-6755

ILBK@BonialPC.com

Attorney for Toyota Motor Credit
Corporation

Form G-4

**REQUIRED STATEMENT
TO ACCOMPANY MOTIONS FOR RELIEF FROM STAY**

Debtor(s) Alex Barad Case No. 22-13720 Chapter 7

Moving Creditor Toyota Motor Credit Corporation Date Case Filed 11/28/2022

Nature of Relief Sought ☒ Lift Stay ☐ Annual Stay ☐ Other (describe) _____

☐ No-Asset Report Filed on _____

☒ No-Asset Report not Filed, Date of Creditors Meeting 01/10/2023

1. Collateral

a. ☐ Home

b. ☒ Car Year, Make Model 2018 MAZDA 3, VIN: 3MZBN1L3XJM196563

c. ☐ Other (describe) _____

2. Balance Owed as of 12/19/2022 \$14,135.60

Total of all other Liens against Collateral _____

3. In chapter 13 cases, if a post-petition default is asserted in the motion, attach a payment history listing the amounts and dates of all payments received from the debtor(s) post-petition.

4. Estimated Value of Collateral (must be supplied in *all* cases) \$18,350.00

5. Default

a. ☒ Pre-Petition Default

Number of months _____ Amount: _____

b. ☐ Post-Petition Default

Number of months _____ Amount: _____

i. ☐ On direct payments to the moving creditor

Number of months _____ Amount: _____

ii. ☐ On payments to the Standing Chapter 13 Trustee

Number of months _____ Amount: _____

6. Other Allegations

a. ☐ Lack of Adequate Protection § 362(d)(1)

i. ☐ No insurance

ii. ☐ Taxes unpaid Amount _____

iii. ☐ Rapidly depreciating asset

iv. ☐ Other (describe): _____

b. ☐ No Equity and not Necessary for an Effective Reorganization § 362(d)(2)

c. ☒ Other "Cause" § 362(d)(1)

i. ☐ Bad Faith (describe) _____

ii. ☐ Multiple Filings

iii. ☒ Other (describe): Collateral is in physical possession of Movant

d. Debtor's Statement of Intention regarding the Collateral

1. ☐ Reaffirm ii. ☐ Redeem iii. ☐ Surrender iv. ☐ No Statement of Intention Filed

Date: December 20, 2022

/s/ Wesley T. Kozeny
Counsel for Movant

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

FINANCE CHARGE AND PAYMENTS
 How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US
a. If the vehicle is damaged, destroyed, or missing. You agree to pay in full any loss under this contract even if the vehicle is damaged, destroyed, or missing.
b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, abuse, modification, or tinkering beyond what we allow. If we pay any repair bills, storage bills, taxes, fees, or charges on the vehicle, you agree to repay the amount when we ask for it.
c. Security interest. You give us a security interest in:
 • The vehicle and all parts or goods put on it;
 • All money or goods received (proceeds) for the vehicle;
 • All insurance, maintenance, service, or other contracts we finance for you; and
 • All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges less the contract's cost.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. You agree to name us as your insurance policy's or additional insured and as loss payee. The insurance must cover our interest in the vehicle. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
 Unless you provide us with evidence of the insurance coverage required by this contract, we may buy insurance at your expense to protect our interests in the vehicle. This insurance may, but need not, protect your interests. The coverage that we buy may not pay any claim that you make or any claim that is made against you in connection with the vehicle. You may later cancel any insurance we buy, but only after providing us with evidence that you have obtained insurance as required by this contract. If we buy insurance for the vehicle, you will be responsible for the costs of that insurance, including finance charges and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. We may add the costs of the insurance to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.
 If we buy insurance, the charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the rate we are charging when we buy the insurance.
e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
a. You may owe late charges. You will pay a late charge on each late payment we show on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right the law gives you to contest this contract.
 Default means:
 • You do not pay any payment on time;
 • You give false, incomplete, or misleading information during credit application;
 • You start a proceeding in bankruptcy or one is started against you or your property; or
 • You break any agreements in this contract.

NOTICE OF POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM: (1) IF YOU HAVE PURCHASED EITHER CREDIT LIFE OR CREDIT DISABILITY INSURANCE, OR BOTH, TO GUARANTEE PAYMENTS BEING MADE IN CASE OF YOUR DEATH OR DISABILITY, ON YOUR VEHICLE PURCHASED UNDER AN INSTALLMENT SALES CONTRACT, YOU MAY BE ENTITLED TO A PARTIAL REFUND OF YOUR PREMIUM IF YOU PAY OFF YOUR INSTALLMENT LOAN EARLY. (2) IN CASE OF EARLY COMPLETE PAYMENT OF YOUR LOAN, YOU SHOULD CONTACT THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE TO SEE IF A REFUND IS DUE. IF YOUR VEHICLE DEALER FINANCED YOUR LOAN, THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE IS YOUR VEHICLE DEALER.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

4. WARRANTIES SELLER DISCLAIMS
 If the vehicle you purchased is a new vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no express warranties on the vehicle, and there will be no implied warranties of merchantability or fitness for a particular purpose.
 If the vehicle you purchased is a used vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no express warranties on the vehicle, and there will be no implied warranties of fitness for a particular purpose. The vehicle is subject to an implied warranty of merchantability, but only to the extent required by Illinois law. The implied warranty of merchantability expires at midnight of the 15th calendar day after delivery of the vehicle or until the vehicle is driven 500 miles after delivery, whichever is earlier. This implied warranty of merchantability does not extend to damage that occurs after the sale that results from: (1) off-road use; (2) racing; (3) towing; (4) abuse; (5) misuse; (6) neglect; (7) failure to perform regular maintenance; and (8) failure to maintain adequate oil, coolant, and other required fluids or lubricants.
 The above provisions do not effect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. USED CAR BUYER'S GUIDE. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
 Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de un elección toda disposición en el contrato contenido en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS
 You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/automatic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or has contact restrictions in a charge to you.

7. APPLICABLE LAW
 Federal law and the law of the state of Illinois apply to this contract.

EXHIBIT B Document Page 9 of 10

VEHICLE IDENTIFICATION NO. 3MZBN1L3XJM196563	YEAR 2018	MAKE MAZDA	MODEL MAZDA3	BODY STYLE HATCH-BACK	TITLE NO. 21178692879
3MZBN1L3XJM196563					
DATE ISSUED 06/25/21	ODOMETER 37004	CCM	MOBILE HOME SQ. FT.	PURCHASED 06/03/21 USED	TYPE TITLE ORIGINAL

MAILING ADDRESS

LEGEND(S)

ACTUAL MILEAGE

TOYOTA MOTOR CREDIT CORPORATION
PO BOX 105386
ATLANTA GA 30348-5386

OWNER(S) NAME AND ADDRESS

ALEX BARAD
460 MAPLE DR
WHEELING IL 60090-6243

FIRST LIENHOLDER NAME AND ADDRESS

TOYOTA MOTOR CREDIT CORPORATION
PO BOX 105386
ATLANTA GA 30348-5386

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Print Name	By	Signature of Authorized Agent	Date
Print Name	By	Signature of Authorized Agent	Date

NEW LIEN ASSIGNMENT: The information below must be an application for title and presented to the Secretary of State.

Secured Party

Address

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

To the best of my knowledge that the odometer reading of the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the actual mileage.

WARNING-ODOMETER DISCREPANCY.

If the vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 25% of its fair market value unless this document is accompanied by a salvage application.

Odometer Reading

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am owner of the above odometer certification made by seller

DATE OF SALE

Signature(s) of Buyer(s)

Printed Name

I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF

CONTROL

AT SPRINGFIELD



JESSE WHITE, Secretary of State

MUST BE COMPLETED BY SELLER

DO NOT DETACH UNTIL SOLD
NOTICE OF SALE

SEE INSTRUCTIONS ON REVERSE

MAZDA
Vehicle Make2018
Vehicle Year3MZBN1L3XJM196563
Vehicle ID Number

Date

Name of Seller (Current Registered Owner)

Name of Buyer

Complete Address of Seller

Complete Address of Buyer

City

State

ZIP

City

State

ZIP

Under penalties of perjury, I hereby certify that the foregoing is true and correct under the laws of the United States.

Seller's Signature

Printed Name of Seller

Date

J.D. POWER

12/19/2022

J.D. POWER Used Cars/Trucks

Vehicle Information

Vehicle: 2018 Mazda Mazda3 Wagon 5D Touring
2.5L I4
Region: Central
Period: December 19, 2022
VIN: 3MZBN1L3XJM196563
Mileage: 67,500
Base MSRP: \$20,840
Typically Equipped MSRP: \$22,035
Weight: 3,046



J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Monthly				
Trade-In				
Rough	\$13,800	N/A	N/A	\$13,800
Average	\$14,975	N/A	N/A	\$14,975
Clean	\$15,925	N/A	N/A	\$15,925
Clean Loan	\$14,350	N/A	N/A	\$14,350
Clean Retail	\$18,350	N/A	N/A	\$18,350

Selected Options

	Trade-In/Loan	Retail
Blind Spot Monitor	w/body	w/body
Heated Exterior Mirrors	w/body	w/body